

EXHIBIT 9

United States District Court Central District Of California

GINA BALASANYAN, an individual, and
NUNE NALBANDIAN, an Individual on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

NORDSTROM, INC., a Washington
corporation; DOES 1-100, inclusive,

Defendants.

Case No.: CV-11-05689-DDD- (JCGx)

CERTIFIED COPY

DEPOSITION OF MAHA REZKALLA

Location: 6310 San Vicente Boulevard, Suite 360
Los Angeles, California 90048

Date: Friday, November 18, 2011 11:59 p.m.

Reporter: Willie Anderson, Jr.,
Certificate Number 13385



International Tower
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Gina Balasanyan vs. Nordstrom, Inc.

Deposition of Maha Rezkalla

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GINA BALASANYAN, an)
individual, and NUNE)
NALBANDIAN, an)
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behalf of themselves)
and all others)
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<p>1 Deposition of MAHA REZKALLA, called as a witness by the 2 Plaintiffs, before WILLIE ANDERSON, JR., Certified 3 Shorthand Reporter Number 13385, for the State of 4 California, with principal office in the County of Los 5 Angeles, commencing at 11:59 a.m., Friday, November 18, 6 2011, at 6310 San Vicente Boulevard, Los Angeles, 7 California.</p> <p>8 * * *</p> <p>9 APPEARANCES:</p> <p>10 FOR THE PLAINTIFFS GINA BALASANYAN AND NUNE 11 NALBANDIAN:</p> <p>12 SCHWARCZ, RIMBERG, BOYD & RADER, LLP 13 BY: SHERLI SHAMTOUB, ESQ. 14 6310 San Vicente Boulevard 15 Suite 360 16 Los Angeles, California 90048 17 (323) 302-9488 x 209 18 sshamtoub@srbr-law.com</p> <p>19 FOR THE DEFENDANTS NORDSTROM, INC.:</p> <p>20 LAW OFFICES OF LITTLER, MENDELSON 21 BY: LARA K. STRAUSS, ESQ. 22 501 West Broadway 23 Suite 900 24 San Diego, California 92101-3577 25 (619) 232-0441</p> <p>APPEARING TELEPHONICALLY: ROSA FRUEHLING-WATSON, ESQ.</p> <p>ALSO PRESENT: Sonseraye Anderson</p> <p style="text-align: right;">Page 2</p>	<p>1 MAHA REZKALLA, 2 called as a witness by and on behalf of the Plaintiffs, 3 having been first duly sworn, was examined and 4 testified as follows:</p> <p>5</p> <p>6 EXAMINATION</p> <p>7 BY MS. SHAMTOUB:</p> <p>8 Q. Can you please state your name for the record. 9 A. Maha Rezkalla. 10 Q. Can you please spell your last name. 11 A. R-e-z-k-a-l-l-a. 12 Q. And can you please state your current address 13 and phone number? 14 A. 540 Sierra Meadow Drive. 15 MS. STRAUSS: And I'll just ask that she not 16 give her phone number. She's welcome to give her work 17 number or you can have the number of the store. 18 THE WITNESS: Sierra Madre, California 91024, 19 and my work phone number, (626)294-1395. 20 BY MS. SHAMTOUB:</p> <p>21 Q. And Mrs. Rezkalla, have you been deposed 22 before? 23 A. Have I been to? 24 Q. Have you been in a deposition before? 25 A. No.</p> <p style="text-align: right;">Page 4</p>
<p>1 INDEX</p> <p>2 Examination Page 4 3 By Ms. Shamtoub</p> <p>4</p> <p>5 PLAINTIFFS' EXHIBITS</p> <p>6 (None.)</p> <p>7</p> <p>8</p> <p>9</p> <p>10 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER</p> <p>11 Page Line 12 (None.)</p> <p>13</p> <p>14 INFORMATION REQUESTED</p> <p>15 Page Line 16 (None.)</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 3</p>	<p>1 Q. Been deposed? 2 A. No. 3 Q. So before we begin, I'm just going to go 4 through the attorney admonitions which, basically, sets 5 the ground works of the deposition today. 6 A. Okay. 7 Q. So a deposition is, essentially, a question- 8 and-answer series. I'm the person that's tasked with 9 asking the questions, and your role is to respond to 10 the questions that I ask. 11 Throughout this process, if you don't know the 12 response -- if you don't know the answer to any of the 13 questions I ask you, you're entitled to say that you 14 don't know. 15 In the event that you don't know, I am 16 entitled to ask you further questions to attempt to jog 17 your memory. 18 If you do remember later on and I ask you a 19 question, then I'm entitled to whatever you remember; 20 okay? 21 A. Okay. 22 Q. So first off, I'd like to remind you that you 23 are under oath, and so that carries the same weight 24 and force as if you were in a courtroom; okay? 25 A. I understand.</p> <p style="text-align: right;">Page 5</p>

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<p>1 Q. Do understand that?</p> <p>2 A. Yeah.</p> <p>3 Q. Please answer to the best of your ability. If</p> <p>4 you answer a question, the assumption is that you</p> <p>5 understand the question that's being asked of you.</p> <p>6 A. Okay.</p> <p>7 Q. If you do not understand a question that I ask</p> <p>8 you, please ask me to stop to clarify, and I'll be more</p> <p>9 than happy to do so; okay?</p> <p>10 A. Okay.</p> <p>11 Q. Please do not guess, but I may ask of you to</p> <p>12 give an estimate.</p> <p>13 Do you understand the difference between a</p> <p>14 guess and an estimate?</p> <p>15 A. Yes.</p> <p>16 Q. Just to clarify to make sure we all</p> <p>17 understand. An estimate would be something that's</p> <p>18 based in actual personal knowledge.</p> <p>19 So for instance, if I was to say, "Can you</p> <p>20 give me the length and the width of this particular</p> <p>21 conference room table, you can give me an estimate</p> <p>22 because you can see it. It's in front of you.</p> <p>23 If I were to ask you to give me the length and</p> <p>24 the width of the conference room table in the adjacent</p> <p>25 conference room, you wouldn't because you haven't seen</p> <p style="text-align: right;">Page 6</p>	<p>1 Q. And have you reviewed any documents in</p> <p>2 preparation for the deposition today?</p> <p>3 A. Yes.</p> <p>4 Q. What documents did you review?</p> <p>5 A. I -- you mean by myself or?</p> <p>6 Q. By yourself, by somebody else. Just what</p> <p>7 documents did you review prior to the depo?</p> <p>8 A. Lara showed me the, you know, copy from the --</p> <p>9 what is it called? The agreement -- or not the</p> <p>10 agreement. Let's see. Let me remember.</p> <p>11 The arbitration that we handed out to the</p> <p>12 employees. So she showed me -- was just the copy that</p> <p>13 I handed out to the employees, and that was -- that was</p> <p>14 the one document that I saw.</p> <p>15 Q. Thank you. Okay. So during this deposition,</p> <p>16 the court reporter here is going to write out</p> <p>17 everything that we're saying.</p> <p>18 A. Okay.</p> <p>19 Q. At the end of the deposition, the transcript</p> <p>20 will be sent to your attorney, and you'll have an</p> <p>21 opportunity to review it.</p> <p>22 At that time you'll have an opportunity to</p> <p>23 make any corrections or any changes to any of the</p> <p>24 testimony that you provide.</p> <p>25 Please keep in mind that, if you do make any</p> <p style="text-align: right;">Page 8</p>
<p>1 that conference room.</p> <p>2 Do you understand?</p> <p>3 A. I understand.</p> <p>4 Q. Please, also, answer every question verbally.</p> <p>5 So no hand gestures, no head gestures; okay?</p> <p>6 A. (Nods.) I just did.</p> <p>7 Q. It's typical. Actually, I do it myself all</p> <p>8 the time. So if I see you doing it, I'll make sure to</p> <p>9 ask you to give a verbal response.</p> <p>10 If you catch yourself doing it, you know,</p> <p>11 just -- it's okay if you nod, but make sure that you,</p> <p>12 also, verbally say "yes" or verbally say "no" or</p> <p>13 whatever it is that you intend to say; okay?</p> <p>14 A. Okay.</p> <p>15 Q. And as a courtesy to the court reporter,</p> <p>16 please don't respond to any questions until I finish</p> <p>17 the question.</p> <p>18 A. Okay.</p> <p>19 Q. And have you taken any medications today that</p> <p>20 might impair your ability to give the best testimony</p> <p>21 that you could give?</p> <p>22 A. No.</p> <p>23 Q. Have you spoken to anybody besides your lawyer</p> <p>24 about the deposition today?</p> <p>25 A. No.</p> <p style="text-align: right;">Page 7</p>	<p>1 corrections or changes to your testimony, then anybody</p> <p>2 has the opportunity to, then, make comments about the</p> <p>3 changes or the corrections to the testimony and that</p> <p>4 may impair -- that may affect your credibility.</p> <p>5 So keep that in mind today, as we go forward</p> <p>6 and you provide your answers, to provide the best</p> <p>7 answers that you can, possibly, provide. And if you</p> <p>8 don't know the response to something, that you simply</p> <p>9 state that you do not know.</p> <p>10 A. Okay.</p> <p>11 Q. And Mrs. Rezkalla, what's your current</p> <p>12 position?</p> <p>13 A. I manage the St. John's Department in</p> <p>14 Nordstrom in Arcadia.</p> <p>15 Q. And how long have you held this position?</p> <p>16 A. A little over nine years.</p> <p>17 Q. During the time period that you were at</p> <p>18 Nordstrom, did Nordstrom have a Dispute Resolution</p> <p>19 Program?</p> <p>20 A. Yes.</p> <p>21 Q. And do you know if Nordstrom made some changes</p> <p>22 to its Dispute Resolution Program in June of 2011?</p> <p>23 A. I don't know the date, but I know they made</p> <p>24 changes.</p> <p>25 Q. Do you know if in 2011 Nordstrom twice made</p> <p style="text-align: right;">Page 9</p>

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<p>1 changes to their Dispute Resolution Program?</p> <p>2 A. I remember -- yes. I remember receiving</p> <p>3 something in the mail at home, and then I remember, you</p> <p>4 know, in August or around that time saying that they</p> <p>5 did some changes to the verbiage, and they need to</p> <p>6 update everyone's file.</p> <p>7 So I'm not sure if it's the same or two</p> <p>8 different times or what.</p> <p>9 Q. And the first time that Nordstrom made the</p> <p>10 changes, were you informed in the store about the</p> <p>11 changes or did you just receive it, as you just stated,</p> <p>12 in the mail?</p> <p>13 A. I received something in the mail, yeah. But I</p> <p>14 didn't -- I don't know because I didn't read it. So I</p> <p>15 don't know if it was a change or a reminder or what,</p> <p>16 but I received something in the mail about the same</p> <p>17 problem. When I read the title, I assumed that's the</p> <p>18 same subject.</p> <p>19 Q. But were you informed of any of those changes</p> <p>20 to the -- as to the first roll-out, by your HR</p> <p>21 department?</p> <p>22 A. The ones that we received by mail?</p> <p>23 Q. Uh-huh.</p> <p>24 A. No. I just received it by mail. HR was not</p> <p>25 involved.</p> <p style="text-align: right;">Page 10</p>	<p>1 And maybe that was one of the subjects that was</p> <p>2 discussed, but I was not there.</p> <p>3 Q. However, afterwards, did you meet with HR and</p> <p>4 did they go over the Dispute Resolution Program with</p> <p>5 you?</p> <p>6 A. HR met with me and handed me the forms with</p> <p>7 the explanation that there is a change in the verbiage</p> <p>8 and that we need to update. It needs to be signed, and</p> <p>9 update employees' files.</p> <p>10 Q. Were you informed what the exact changes were?</p> <p>11 A. No.</p> <p>12 Q. Were you given any talking points of what to</p> <p>13 say to your employees in your department about the new</p> <p>14 Dispute Resolution Program?</p> <p>15 A. That there is a change in the verbiage and</p> <p>16 that they need to update the files accordingly.</p> <p>17 Q. Were you given any other instructions?</p> <p>18 A. No.</p> <p>19 Q. Did you receive any writings reflecting the</p> <p>20 changes? Any documents?</p> <p>21 A. No.</p> <p>22 MS. STRAUSS: Objection. Can you read that</p> <p>23 back?</p> <p>24 (The record was read by the Court</p> <p>25 Reporter as follows:</p> <p style="text-align: right;">Page 12</p>
<p>1 Q. And then the second roll-out, do you recall</p> <p>2 when that was?</p> <p>3 A. I think it was around August.</p> <p>4 Q. And for that particular roll-out, did you</p> <p>5 receive anything in the mail?</p> <p>6 A. No.</p> <p>7 Q. When were you first informed of the August</p> <p>8 roll-out?</p> <p>9 A. When? Particular day, you mean?</p> <p>10 Q. If you can't recall the date, that's fine. If</p> <p>11 you can recall the month?</p> <p>12 A. Towards the end of August.</p> <p>13 Q. And how were you informed of the new Dispute</p> <p>14 Resolution Program?</p> <p>15 A. The HR manager gave me forms. Well,</p> <p>16 apparently there was a meeting, and I did not attend</p> <p>17 the meeting.</p> <p>18 So she gave me a form to hand out to my team,</p> <p>19 and she explained to me that there is a change in the</p> <p>20 verbiage and that we need to sign and update all</p> <p>21 employees' files.</p> <p>22 Q. Why didn't you attend the meeting?</p> <p>23 A. I don't remember. Maybe scheduling or -- it</p> <p>24 was not the meeting for that particular thing. It</p> <p>25 was -- we, usually, have managers' meetings set up.</p> <p style="text-align: right;">Page 11</p>	<p>1 "Q. Did you receive any writings</p> <p>2 reflecting the changes? Any</p> <p>3 documents?")</p> <p>4 MS. STRAUSS: Objection. Vague.</p> <p>5 You mean as opposed to the agreement itself?</p> <p>6 MS. SHAMTOUB: Yes.</p> <p>7 MS. STRAUSS: Go ahead.</p> <p>8 THE WITNESS: Different than the agreement</p> <p>9 itself?</p> <p>10 BY MS. SHAMTOUB:</p> <p>11 Q. Yes.</p> <p>12 A. No, I didn't.</p> <p>13 Q. What were you instructed your role was in the</p> <p>14 roll-out of the new Dispute Resolution Program?</p> <p>15 A. I was instructed to get employee's signature</p> <p>16 (sic). And if the employee didn't want to sign, is to</p> <p>17 just write that "I, Maha Rezkalla, give a copy to"</p> <p>18 whoever, and put the date. And that will go into the</p> <p>19 file, and give them a copy.</p> <p>20 Q. So it was one of your roles to make sure that</p> <p>21 everybody in your department signed the Acknowledgement</p> <p>22 of Receipt of the new Dispute Resolution Program?</p> <p>23 MS. STRAUSS: Mischaracterizes the testimony.</p> <p>24 You can go ahead.</p> <p>25 THE WITNESS: Well, that they have a -- I</p> <p style="text-align: right;">Page 13</p>

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<p>1 don't know about sign. Because if they don't want to 2 sign, I would write that I gave them a copy. 3 So that -- my role is to make sure that they 4 have a copy. 5 BY MS. SHAMTOUB: 6 Q. And once an employee, actually, did sign the 7 Acknowledgement, were they required to turn that over 8 to you? 9 A. Yes. 10 Q. Were there any instances where the employee 11 turned the document -- turned the Acknowledgement over 12 to HR rather than you? 13 A. You mean in different situations or this 14 particular instance? 15 Q. For this particular -- for the roll-out of the 16 August Dispute Resolution Program, were there any 17 situations where the employees in your department, when 18 they signed the Acknowledgement, instead of returning 19 the signed Acknowledgement to you, personally, that 20 they returned it to HR? 21 A. No. They gave it to me. 22 Q. After you met with HR regarding the new -- the 23 roll-out of the new Dispute Resolution Program, when 24 were you required to hand the new Dispute Resolution 25 Program out to your employees?</p> <p style="text-align: right;">Page 14</p>	<p>1 Acknowledgement form? 2 MS. STRAUSS: Asked and answered. 3 But you can go ahead. 4 THE WITNESS: She -- when she handed out the 5 documents to me, she said if anyone doesn't want to 6 sign, it's okay. You just write that, "I, Maha 7 Rezkalla, handed a copy of the document on this date" 8 you know, to this person. And that would be -- that 9 copy would go into their files. 10 BY MS. SHAMTOUB: 11 Q. Are you aware of any impact on the employee 12 for refusing to sign the dispute -- the Acknowledgement 13 for the Dispute Resolution Program? 14 MS. STRAUSS: Objection. Vague. 15 You can answer. 16 THE WITNESS: I'm not. 17 BY MS. SHAMTOUB: 18 Q. Were any employees written up for refusing to 19 sign the Acknowledgement? I'm sorry. It seemed like 20 you were about to say something. 21 Were you about to say something? 22 A. No. 23 Q. Were any of the employees written up for 24 refusing to sign the Acknowledgement. 25 A. No.</p> <p style="text-align: right;">Page 16</p>
<p>1 Did HR give you a specific timeframe to hand 2 out the HR -- the new Dispute Resolution Program? 3 A. I don't remember that. 4 Q. And do you remember how long it took for you 5 to get all the employees in your department to return 6 their Acknowledgement forms? 7 A. I only have three people in my department. So 8 two of them signed, and one took it home to read and 9 then signed later. So two of them signed, I believe, 10 the same day. 11 Q. Did HR follow up with you regarding getting 12 back the Acknowledgements for the new Dispute 13 Resolution Program? 14 A. I give it to HR. 15 Q. Prior to you giving it to HR -- 16 A. No. 17 Q. -- did HR ask you for it? 18 A. No. 19 Q. Do you know how long it took from the time 20 that you met with HR to the time that you received the 21 Acknowledgements from your employees? 22 A. I remember that I did it the same day, but I 23 cannot be 200 percent sure. 24 Q. During your meeting with HR, were you 25 instructed what to do if somebody didn't sign the</p> <p style="text-align: right;">Page 15</p>	<p>1 Q. Were you told not to write anybody up for 2 refusing to sign the Acknowledgement? 3 A. No. 4 Q. Were you instructed what to do if somebody 5 requested an opportunity to review the Dispute 6 Resolution Program prior to signing the Acknowledgement 7 form? 8 A. No. I was not instructed. 9 Q. And were given any instructions regarding the 10 impact of the Dispute Resolution Program on employees 11 who were, currently, involved in litigation with 12 Nordstrom? 13 A. No. 14 Q. Were you instructed about what to say to 15 employees who were currently involved in litigation 16 with Nordstrom? 17 A. No. 18 Q. And were you instructed what to say to 19 employees regardless of whether or not they're involved 20 in litigation about the new Dispute Resolution Program? 21 MS. STRAUSS: Asked and answered. 22 You can go ahead. 23 THE WITNESS: I was -- in what case? Just if 24 they don't sign or what do you mean? 25 ///</p> <p style="text-align: right;">Page 17</p>

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<p>1 BY MS. SHAMTOUB: 2 Q. No. Just, generally, if they asked you 3 questions about the documents that you were handing 4 them. 5 A. Other than there's a change in the verbiage, 6 that I would usually -- if they wanted additional 7 information, I would, usually, refer them to HR. 8 Q. Were you instructed what the actual effect of 9 signing the Acknowledgement was? 10 A. Say that again. I'm sorry. 11 Q. Did HR instruct you about what the actual 12 effect of signing the Acknowledgement was? 13 A. No. 14 Q. So what impact signing the Acknowledgement had 15 on the employees of Nordstrom? 16 A. No. 17 MS. STRAUSS: Objection. Vague. 18 THE WITNESS: No. I wasn't -- 19 BY MS. SHAMTOUB: 20 Q. By signing the Acknowledgement, were the 21 employees entering into an agreement with Nordstrom? 22 MS. STRAUSS: Objection. Calls for a legal 23 conclusion. Lacks foundation. 24 You can answer based on your personal 25 knowledge, if you can.</p> <p style="text-align: right;">Page 18</p>	<p>1 Q. Did any employees receive any additional time 2 off, for instance, because of the new Dispute 3 Resolution Program? 4 A. No. 5 Q. Did any of the employees receive any reduced 6 hours because of the Dispute Resolution Program? 7 A. No. 8 Q. Or did they receive any additional discounts 9 for purchases at Nordstrom because of the Dispute 10 Resolution Program? 11 A. No. 12 Q. Any other kind of benefits that any employee 13 received because of the new Dispute Resolution Program? 14 A. No. 15 Q. Were you instructed that employees could make 16 changes to the Dispute Resolution Program? 17 A. No. 18 Q. Do you know if employees could make changes to 19 the Dispute Resolution Program? 20 A. I don't know. 21 MS. STRAUSS: Calls for speculation. Never 22 mind. 23 Go ahead. 24 THE WITNESS: I don't know that. 25 ///</p> <p style="text-align: right;">Page 20</p>
<p>1 THE WITNESS: Can you repeat the question. 2 BY MS. SHAMTOUB: 3 Q. Were you, specifically, told that by signing 4 the Acknowledgement, that the employee was entering 5 into an agreement with Nordstrom? 6 A. No. 7 Q. Were you, specifically, told that by signing 8 the Acknowledgement, that the employees were in fact 9 not entering into an agreement with Nordstrom? 10 A. No. All I was told was that, you know, that 11 there is a change in the verbiage, and that they needed 12 to update the employee file. And that the employee 13 needs to sign. That's, basically, what I was told. 14 Q. And do you know or were you told, actually, of 15 any benefits to the employees because of the new 16 Dispute Resolution Program? 17 A. No. 18 Q. Are you aware if any employees increased -- 19 received increased wages because of the new Dispute 20 Resolution Program? 21 A. No. 22 Q. Are you aware if any of the employees received 23 any types of perks because of the new Dispute 24 Resolution Program? 25 A. No.</p> <p style="text-align: right;">Page 19</p>	<p>1 BY MS. SHAMTOUB: 2 Q. And were you ever instructed what to do if an 3 employee did, in fact, make changes to the Dispute 4 Resolution Program? 5 A. No. 6 Q. And just to clarify, when I say "the Dispute 7 Resolution Program," I'm speaking of the August one; 8 okay? 9 A. Okay. 10 Q. So if at any point you are confused between 11 which one I'm talking about, you can let me know. 12 And you testified that you distributed the 13 Dispute Resolution Program to the employees in your 14 department; correct? 15 A. I did. 16 Q. I believe you already testified that there're 17 three employees in your department? 18 A. Yes. 19 Q. Did anyone in your department refuse to sign 20 the Acknowledgement form. 21 A. No one refused. 22 Q. Is anybody in your department a part-time 23 employee? 24 A. No. 25 Q. Are they all full-time employees?</p> <p style="text-align: right;">Page 21</p>

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<p>1 A. Yes.</p> <p>2 Q. And is Ms. Gina Balasanyan in your department?</p> <p>3 A. Yes.</p> <p>4 Q. And how long have you worked with</p> <p>5 Ms. Balasanyan?</p> <p>6 A. I want to say, probably, two years, but I'm</p> <p>7 sure we can verify that information.</p> <p>8 Q. Did you provide Ms. Balasanyan a copy of the</p> <p>9 Dispute Resolution Program?</p> <p>10 A. Yes.</p> <p>11 Q. And were you aware, at the time, that</p> <p>12 Ms. Balasanyan was involved in litigation?</p> <p>13 A. No, I wasn't.</p> <p>14 Q. Did you ask Ms. Balasanyan to sign the</p> <p>15 Acknowledgement?</p> <p>16 A. Yes.</p> <p>17 Q. Do you recall when you handed her a copy of</p> <p>18 it?</p> <p>19 A. You mean what day? Which day?</p> <p>20 Q. If you can recall.</p> <p>21 A. I'm not -- like, I'm not 200 percent, but I</p> <p>22 was thinking about August 28th or August -- you know,</p> <p>23 that time.</p> <p>24 Q. End of August?</p> <p>25 A. Yeah. Earlier or after, I don't remember.</p> <p style="text-align: right;">Page 22</p>	<p>1 But I remember, like two days -- around two</p> <p>2 days later, I found a signed copy on my desk. I have a</p> <p>3 black tray on my desk, and it was there.</p> <p>4 Q. So did you have any conversations, then, with</p> <p>5 Gina, from the time that you gave her the copy to take</p> <p>6 home to sign, to the time that you saw the signed</p> <p>7 Acknowledgement --</p> <p>8 A. No.</p> <p>9 Q. -- form on your desk?</p> <p>10 A. No.</p> <p>11 Q. Did you ever inform Ms. Balasanyan that the</p> <p>12 Acknowledgement -- that the only effect of the</p> <p>13 Acknowledgement was to show that she received the</p> <p>14 document?</p> <p>15 A. I told Gina that there is a change in the</p> <p>16 verbiage of the document, and that's why we need to</p> <p>17 sign it and update her file.</p> <p>18 Q. So you did not tell her that the</p> <p>19 Acknowledgement only meant that she was signing</p> <p>20 receipt of -- that she was acknowledging that she</p> <p>21 received the Dispute Resolution Program?</p> <p>22 A. No.</p> <p>23 MS. SHAMTOUB: Yes. We have interesting art.</p> <p>24 MS. STRAUSS: You do.</p> <p>25 ///</p> <p style="text-align: right;">Page 24</p>
<p>1 Q. Did Ms. Balasanyan sign the Acknowledgement?</p> <p>2 A. No. Not when I handed it out, no.</p> <p>3 Q. Did she, eventually, sign the Acknowledgement?</p> <p>4 A. Yes.</p> <p>5 Q. And at the time that she did sign the</p> <p>6 Acknowledgement, did she inform you that she was not</p> <p>7 aware of the contents of the document?</p> <p>8 A. No. When I -- when I handed the form to Gina,</p> <p>9 she asked that she needs to take it home to read. So,</p> <p>10 you know, that's what happened.</p> <p>11 She took it home to read it. So -- and then</p> <p>12 she came back -- I want to say two days later, it was</p> <p>13 on my desk. So I don't know if she didn't understand</p> <p>14 or anything, but she didn't mention anything to me.</p> <p>15 Q. After you gave her the Dispute Resolution</p> <p>16 Program to take home and read, as you stated, the</p> <p>17 following day, did you ask her to sign the</p> <p>18 Acknowledgement?</p> <p>19 A. She took the whole thing -- the actual form</p> <p>20 and the Acknowledgement form, and I want to say, two</p> <p>21 days later, I found it on my desk.</p> <p>22 So, I'm not 200 percent sure, but sometimes</p> <p>23 the schedule is -- I'm off, and then Gina's off, and</p> <p>24 then I come back. So I don't see the employees every</p> <p>25 single day. Probably, a day or two, sometimes less.</p> <p style="text-align: right;">Page 23</p>	<p>1 BY MS. SHAMTOUB:</p> <p>2 Q. During your employment at Nordstrom, were you</p> <p>3 aware of any other instances where Nordstrom required</p> <p>4 current employees to acknowledge receipt of a change to</p> <p>5 its Dispute Resolution Program?</p> <p>6 A. No.</p> <p>7 Q. Do you recall whether you have done that in</p> <p>8 any other circumstance, signed an Acknowledgement of a</p> <p>9 receipt of a change to Nordstrom's Dispute Resolution</p> <p>10 Program?</p> <p>11 A. Besides that one time, no.</p> <p>12 Q. Yeah. And I'm sorry. The precursor to that</p> <p>13 question was: Did you sign an Acknowledgement?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. And prior to this time, you don't,</p> <p>16 then, recall ever having to sign an Acknowledgement of</p> <p>17 Receipt?</p> <p>18 A. No.</p> <p>19 MS. STRAUSS: Are you asking the witness</p> <p>20 personally?</p> <p>21 Object to that as outside the scope of your</p> <p>22 deposition agreement, but she's already answered.</p> <p>23 BY MS. SHAMTOUB:</p> <p>24 Q. You said that you've been working at Nordstrom</p> <p>25 for nine years?</p> <p style="text-align: right;">Page 25</p>

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<p>1 A. Yeah, nine years.</p> <p>2 Q. But with Ms. Balasanyan for only about two</p> <p>3 years?</p> <p>4 A. Yes.</p> <p>5 Q. Do you assign Ms. Balasanyan her schedule?</p> <p>6 A. Yes.</p> <p>7 Q. And does the number of hours assigned to</p> <p>8 Ms. Balasanyan change per pay period?</p> <p>9 A. It could.</p> <p>10 Q. Has it changed in the past, say, two months?</p> <p>11 A. No. She averages the same.</p> <p>12 Q. How much does she average?</p> <p>13 A. She averages around 69 hours per pay period.</p> <p>14 So if one period is 74, the other pay period can be a</p> <p>15 little bit less or more just to keep her benefits.</p> <p>16 Q. And how many hours do you have to have to keep</p> <p>17 your benefits?</p> <p>18 A. I think 69 per pay period or 69 and a half.</p> <p>19 Q. Is Ms. Balasanyan considered a full-time</p> <p>20 employee?</p> <p>21 A. Yes.</p> <p>22 Q. What's the average hours assigned to full-time</p> <p>23 employees?</p> <p>24 MS. STRAUSS: Objection. Calls for</p> <p>25 speculation. Lack of foundation.</p> <p style="text-align: right;">Page 26</p>	<p>1 BY MS. SHAMTOUB:</p> <p>2 Q. So your calculation of the 129 hours per two</p> <p>3 pay periods, this is the number of hours a full-time</p> <p>4 employee should be working.</p> <p>5 Is that -- is your calculation based on any</p> <p>6 guidelines that Nordstrom provides for the assignment</p> <p>7 of hours to full-time employees?</p> <p>8 MS. STRAUSS: Objection. That</p> <p>9 mischaracterizes the testimony.</p> <p>10 You asked her on average about how much would</p> <p>11 someone end up working, which is what she testified to.</p> <p>12 BY MS. SHAMTOUB:</p> <p>13 Q. All right. So that's the average then.</p> <p>14 Do you have -- does Nordstrom have any</p> <p>15 guidelines about how many hours to assign to a</p> <p>16 full-time employees per pay period?</p> <p>17 A. No. Really, the guideline is based hours --</p> <p>18 the hours based on the business. So if the business is</p> <p>19 up or down, we -- the hours should reflect that.</p> <p>20 So that's, basically, the guidelines for</p> <p>21 Nordstrom.</p> <p>22 Q. And in order to receive benefits, how many</p> <p>23 hours does an employee have to have?</p> <p>24 MS. STRAUSS: Objection. Calls for</p> <p>25 speculation. Outside the scope of the deposition</p> <p style="text-align: right;">Page 28</p>
<p>1 You can answer for your department.</p> <p>2 THE WITNESS: Around 129.</p> <p>3 BY MS. SHAMTOUB:</p> <p>4 Q. 129 hours per pay period?</p> <p>5 A. Per pay period, yeah.</p> <p>6 Q. The pay period is every two weeks?</p> <p>7 A. Yes. Well, what is it? In five times -- 5 x</p> <p>8 6 is 30, so around 129 for the month.</p> <p>9 Q. For the month?</p> <p>10 A. Yeah.</p> <p>11 Q. Okay. So for two pay periods?</p> <p>12 A. Yeah.</p> <p>13 Q. That makes more sense. I was, like, wow.</p> <p>14 That's almost as much as I work.</p> <p>15 A. Yeah.</p> <p>16 Q. So for two pay periods that's, roughly,</p> <p>17 129 hours?</p> <p>18 A. Yeah.</p> <p>19 Q. And is this based -- your calculation of</p> <p>20 129 hours, is that based on a procedure that Nordstrom</p> <p>21 has or how are you reaching this number?</p> <p>22 A. I don't get the question.</p> <p>23 MS. STRAUSS: Objection. Vague. I don't</p> <p>24 understand it either.</p> <p>25 ///</p> <p style="text-align: right;">Page 27</p>	<p>1 topics.</p> <p>2 You can answer, if you know.</p> <p>3 THE WITNESS: I -- I'm assuming the 69 per pay</p> <p>4 period 'cause that's what Gina asked me to try to</p> <p>5 maintain, but, you know, I think HR would be a better</p> <p>6 resource for that.</p> <p>7 BY MS. SHAMTOUB:</p> <p>8 Q. So how do you determine the number of hours to</p> <p>9 assign to the employees in your department?</p> <p>10 A. Based on -- based on the volume of historical</p> <p>11 numbers we have from last year, we, you know, guess</p> <p>12 like -- not guess.</p> <p>13 But based on the historical numbers, we have,</p> <p>14 like, the volume from last year per every day or per</p> <p>15 month, and we base the staffing based on those</p> <p>16 historical numbers.</p> <p>17 Q. And who provides you with -- with these</p> <p>18 numbers?</p> <p>19 A. There's a report in the system that you can</p> <p>20 retrieve, you know, printout, that give you the</p> <p>21 historical numbers from last year, and, also, there's a</p> <p>22 report that gives you trends.</p> <p>23 Q. And how often do you -- do you create the</p> <p>24 schedule for the employees in your department?</p> <p>25 A. They're twice a month. So every two weeks.</p> <p style="text-align: right;">Page 29</p>

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<p>1 Q. And how -- how far ahead, prior to creating 2 the schedule, do you retrieve these historical numbers? 3 A. We -- we can do it anytime. We have access to 4 it anytime. 5 Q. Typically, how far ahead, prior to producing 6 these schedules for the employees in your department -- 7 I'm sorry -- prior to handing out the schedules to the 8 employees in your department, do you, actually, produce 9 the schedule? 10 So let's say you hand out the schedule to your 11 employees, for the following pay period, on Monday. 12 How often -- how far ahead of Monday do you, 13 actually, prepare the schedule? Do you prepare the 14 schedule the Friday before that Monday? 15 A. As soon as I -- I -- as soon as I can, I hand 16 out the schedule. So it could be one week before. It 17 could be a few days before. Ten days before. 18 As soon as I have enough information, then I 19 hand out the schedule. The information can be based on 20 the historicals (sic) -- and that I have -- but it 21 could be, also, on future business that we're expecting 22 too. So that's, you know -- once I have the entire 23 information, I hand out the schedule. 24 Q. Where did you receive the information about 25 the future business?</p> <p style="text-align: right;">Page 30</p>	<p>1 here so I'll give you a little bit more leeway, but at 2 some point I'm going to ask you what in the world does 3 this have to do with our deposition topic. 4 MS. SHAMTOUB: Okay. 5 MS. STRAUSS: You can go ahead. 6 THE WITNESS: PTR -- okay. I have to know 7 that. Performance -- I don't know. Performance- 8 something rating. I don't know. 9 BY MS. SHAMTOUB: 10 Q. So you determine the hours that the employees 11 in your department are assigned based on their 12 performance, and their performance is based on their 13 PTR. I just want to make sure I'm understanding that 14 correctly. 15 A. Right. So PTR is how much they sell per hour 16 determines what their volume at the end of the year or 17 every two months or whatever. 18 So if someone sells \$100 per hour, times the 19 number of hours, this is how much they sell for the pay 20 period. If someone sells \$500 per hour times the 21 number of hours, that's their PTR. 22 Q. Okay. And has Miss -- and would this also be 23 the ranking? The ranking, then, is based on the 24 performance; correct? 25 A. Uh-huh.</p> <p style="text-align: right;">Page 32</p>
<p>1 A. It's something that, you know, if I'm planning 2 an event or I am planning to -- you know, yeah. 3 If I'm planning an event or we think -- 4 there's a sale is going to break, as soon as I get the 5 confirmation of that from the buying office or they 6 approve my event, then I base the schedule on that. 7 Q. And are there any other factors that you base 8 the hours that the employees in your department receive 9 per pay period? So other than the previous -- the 10 historical numbers from the previous years and the 11 future business? 12 A. Well, scheduling in Nordstrom is based on -- 13 what do you call that? -- people performance. So 14 it's -- we have, like, No. 1 on the schedule, No. 2 on 15 the schedule, No. 3. 16 So -- which -- it really matters in 17 departments where they have big -- a lot of people, but 18 for us, No. 1 on the schedule is the highest performer. 19 You know, the -- you know that -- their PTR, 20 what we call "PTR" is far and above. So they get 21 priority on the schedule. 22 Q. And can you please explain what -- what does 23 PTR stand for? 24 MS. STRAUSS: Counsel, I'll just -- we're 25 getting pretty far afield from the deposition topics</p> <p style="text-align: right;">Page 31</p>	<p>1 MS. STRAUSS: "Yes"? 2 THE WITNESS: Yes. 3 Q. Has Ms. Balasanyan's ranking changed within 4 the past two months? 5 A. No. 6 Q. Has her ranking changed within the past six 7 months? 8 A. No. 9 Q. And how do you determine -- are there more 10 desirable shifts and less desirable shifts in your 11 department? 12 A. You know, people like to work certain days, 13 and I try to accommodate that as much as I can. 14 Q. But are there certain days where the volume of 15 customers are higher -- or certain shifts where the 16 volume of customers are, historically, higher than 17 other shifts? 18 MS. STRAUSS: I'm just going to object. 19 Outside the scope. If you want to establish some 20 foundation for that. 21 MS. SHAMTOUB: This all goes to the issue of 22 retaliation whether there was a change in shift. The 23 other issue was whether or not there was a change in 24 any of the ranking of Ms. Balasanyan. 25 So I'm trying to understand whether or not, A,</p> <p style="text-align: right;">Page 33</p>

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<p>1 if there are desirable shifts, whether or not 2 Ms. Balasanyan has maintained the shift that she was, 3 previously, assigned. So I think it's within the 4 scope. 5 MS. STRAUSS: Well, I mean, from our 6 discussions, Ms. Nalbandian had some issues or concerns 7 about that, but I'm not aware of anything that would 8 suggest that for Ms. Balasanyan, which is who this 9 witness is for. 10 MS. SHAMTOUB: So, again, we'd like to 11 establish that. If that's not the case -- 12 MS. STRAUSS: Then you need to ask the 13 foundational questions before you start asking 14 questions that have to do with things you haven't laid 15 a foundation for. 16 So you just asked a foundational question that 17 her ranking hasn't changed at all. So if there's some 18 issue that you need foundation for, in terms of the 19 scheduled shifts, you need to ask that before you get 20 into a lot of detailed questions that may not be 21 relevant, please. 22 BY MS. SHAMTOUB: 23 Q. Has Ms. Balasanyan's shifts changed within the 24 past two months? 25 A. There is no one that has same shifts all the</p> <p style="text-align: right;">Page 34</p>	<p>1 Well, I don't know how many times. 2 It has changed when her husband was on -- had 3 some kind of medical procedures. So she asked me that 4 she wants to work on Sunday and Monday and take, 5 instead, a day off during the week because she has 6 someone that can watch her husband during those two 7 days, and she would rather be with him, you know, in 8 the middle of the other two. 9 So I was able to accommodate her request, and 10 then the other thing that took place -- you know, I 11 mentioned that I have three people in my team, and one 12 of them gave notice around October 15th or so. 13 But she agreed to stay on until I find -- you 14 know, to help me out -- until I find a replacement and 15 I hire someone and -- but with that, she gave me 16 certain days that she cannot work, and that was Mondays 17 and Thursdays. 18 So, you know, that person is leaving. She's 19 doing me a favor staying until I find the right person 20 for the department. So I had to change some -- I 21 needed a coverage on Monday. 22 And Gina -- I worked in the morning, and Gina 23 would close at night, and she would be off Sunday 24 instead of Monday. 25 Q. So she will not be working on Sundays? I'm</p> <p style="text-align: right;">Page 36</p>
<p>1 time. I mean, this is -- we're in retail so things can 2 change. I have people that, you know, don't want to 3 work certain days, but if we're short staffed or if 4 someone is on vacation or if we have an event that day 5 or if we have a sale that day, they will have to work 6 that day. 7 So there is no -- retail is different. We 8 don't have set -- we try to maintain set schedules 9 because we want customers to -- to find, you know, to 10 know the people's schedule and feel free to walk in and 11 deal with the same person. 12 But this is retail so we don't know. If 13 anyone is sick, then schedules change. If anyone is, 14 you know, submitting their resignation or not working 15 anymore or we have, as I said, events, then I change 16 the schedule, so. 17 There is no set -- 100 percent set schedule. 18 No one has that. But we -- as -- I try to maintain 19 certain days for them to help them with their business, 20 but it's not something that is required or, you know, 21 expected from us to do. 22 Q. So has Ms. Balasanyan, specifically, asked you 23 for certain shifts in the past couple of months? 24 A. Gina likes to take Mondays off, but this has 25 changed a couple of times -- actually, two times.</p> <p style="text-align: right;">Page 35</p>	<p>1 sorry. I didn't understand. 2 A. I mean, she could. Some days she works 3 Sunday, and some days she took -- I would give her 4 Sunday off and have her work Monday. I mean, we can 5 get a copy from the schedules. 6 I don't remember all the schedules, but 7 what -- usually, Gina wanted to be off Monday, but 8 because I was short staffed, I needed someone to work 9 Monday. 10 Q. And what's the more high volume -- what's the 11 highest volume day of the week in terms of -- 12 A. It really depends. I mean, sometimes the 13 weekend, but sometimes the weekend is zero or negative. 14 You know, retail is not -- is hard to -- 15 there's no science to it. You know, we do have 16 customers that come during the week. That -- they're 17 serious shoppers, and they don't want to bother with a 18 crowd on the weekends. 19 It's really hard to -- you know, there's no 20 science to it. And a lot of times with established 21 sales people, it's good to have time during the week 22 where they can get their best customers in and work 23 with them without, like, really being interrupted with 24 walk -- walk-ins and so forth. 25 Because our department is a little different,</p> <p style="text-align: right;">Page 37</p>

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<p>1 you know, it's central, and it's more about 2 appointments versus walk up. 3 Q. Oh, I see. So the employee sets up 4 appointments with their clients? 5 A. Well, I mean, that's how -- mostly what, you 6 know -- what drives our business. 7 Q. And when you're not on the floor, who's in 8 charge of your department? 9 MS. STRAUSS: Objection. That's outside the 10 scope. 11 You can go ahead. 12 THE WITNESS: There's always a manager in 13 charge in the store. 14 BY MS. SHAMTOUB: 15 Q. Does this person ever assign shifts or assign 16 the hours? 17 A. No. 18 Q. Have you discussed Ms. Balasanyan's litigation 19 with anybody at Nordstrom? 20 MS. STRAUSS: Besides attorneys. 21 BY MS. SHAMTOUB: 22 Q. Yes. Everything is besides the attorney. You 23 cannot reveal communications you had with attorneys. 24 A. No. 25 Q. Have you ever heard anyone at Nordstrom</p> <p style="text-align: right;">Page 38</p>	<p>1 to maintain her full -- her benefits, like, medical and 2 all of that. So that's her -- you know, that's what I 3 try to maintain. 4 MS. SHAMTOUB: That's all the questions I have 5 for you. I don't know if Lara has any follow-up 6 questions that she wants to ask you. 7 MS. STRAUSS: I don't have any questions, but 8 we'd like to reserve the right for the witness to make 9 changes to the transcript, please. 10 MS. SHAMTOUB: Certainly, yes. So that ends 11 our deposition for today. I hope it wasn't very 12 painful. So the original transcript will be sent to 13 your attorney. 14 THE WITNESS: Yes. 15 MS. SHAMTOUB: The attorney for Nordstrom, and 16 she will -- Lara will then send that transcript over to 17 you. You'll have an opportunity -- 15 days to review 18 the transcript. 19 If -- again, if you have any changes or 20 corrections that you want to make to the transcript, 21 you're welcome to do so at that time. 22 If we're not notified within 15 days of 23 Nordstrom's receipt of the transcript or any changes to 24 it, then we're gonna assume that you've signed the 25 transcript and no changes have been made; okay?</p> <p style="text-align: right;">Page 40</p>
<p>1 discussing Ms. Balasanyan's lawsuit? 2 A. Our HR had informed me that there is -- I 3 don't know the details, but there is some kind of 4 conflict or a lawsuit that Gina has against Nordstrom. 5 Q. Were you informed about the topic of the 6 lawsuit? 7 A. She doesn't have information. She told me she 8 doesn't have information. 9 Q. Does Ms. Balasanyan have a strong sales per 10 hour? 11 A. Strong sales? She's No. 2 on the schedule. 12 Q. So No. 2 on the schedule means what, exactly? 13 A. It means she has No. 2 volume in the 14 department. 15 Q. Does that have any other implications? 16 A. No. 17 Q. Do you -- 18 MS. STRAUSS: Objection. Vague. 19 THE WITNESS: I don't understand. 20 BY MS. SHAMTOUB: 21 Q. Do you assign her more hours? Does she get 22 more hours than the No. 3 on the schedule? 23 A. She would get more hours, yes. 24 Q. How many more hours does she get than -- 25 A. I really don't -- I try to give her her hours</p> <p style="text-align: right;">Page 39</p>	<p>1 MS. STRAUSS: Could we do the stipulation so 2 she has 15 days to review, and then we have five days 3 to get any changes to your office? 4 MS. SHAMTOUB: Okay. 5 MS. STRAUSS: Is that okay? 6 MS. SHAMTOUB: Yeah. That's fine. Yeah. 7 Yeah. That's fine. 8 So 15 days for you, and then five days for 9 Nordstrom to get it to us. I can stipulate to the 10 other one too. 11 So counsel for Nordstrom will maintain the 12 original of the transcript, and they'll produce it at 13 the time of trial. 14 If the original is lost or otherwise is 15 unavailable, then I certified copy can be used in its 16 place. 17 So stipulated? 18 MS. STRAUSS: So agreed. 19 And just to be clear that the court reporter 20 will be relieved of any duties with respect to 21 retention of the original transcript. 22 The original transcript will be forwarded to 23 our office, and then our office will retain the 24 original of the transcript providing any changes to 25 your office within the timeframe we've agreed.</p> <p style="text-align: right;">Page 41</p>

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1	So stipulated.	1	STATE OF CALIFORNIA)
2	MS. SHAMTOUB: And that's it. Thank you.	2	COUNTY OF LOS ANGELES)
3	(Whereupon, the proceedings recessed at	3	
4	the hour of 12:56 p.m.)	4	I, WILLIE ANDERSON, JR., Certified Shorthand
5		5	Reporter qualified in and for the State of California,
6		6	do hereby certify:
7		7	That the foregoing transcript is a true and
8		8	correct transcription of my original stenographic
9		9	notes.
10		10	I further certify that I am neither attorney or
11		11	counsel for nor related to or employed by any of the
12		12	parties to the action in which this proceeding was
13		13	taken; and furthermore, that I am not a relative or
14		14	employee of any attorney or counsel employed by the
15		15	parties hereto or financially interested in the action.
16		16	IN WITNESS WHEREOF, I have hereunto set my hand
17		17	this _____ day of _____, 2011.
18		18	
19		19	
20		20	
21		21	
22		22	WILLIE ANDERSON, JR.
23		23	CSR No. 13385
24		24	
25		25	
Page 42		Page 44	
1	I certify or declare under		
2	declaration under penalty of perjury		
3	that the foregoing testimony is true		
4	and correct.		
5			
6	Executed this _____ day of		
7	_____,		
8	2011, at _____,		
9	California.		
10			
11			
12			
13			
14	_____ MAHA REZKALLA _____		
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Page 43			

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1 I certify or declare under
2 declaration under penalty of perjury
3 that the foregoing testimony is true
4 and correct.

5
6 Executed this 21 day of
7 December,
8 2011, at ARCADIA,
9 California.

10
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12
13
14 Maha Rezkalla
15 MAHA REZKALLA
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Hines Reporters

43

Exhibit 9

1 STATE OF CALIFORNIA)

2) ss

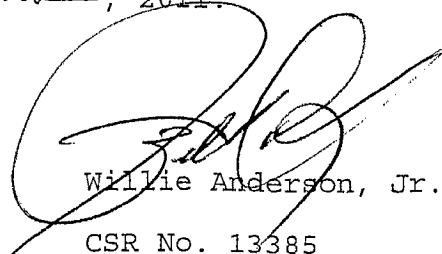
3 COUNTY OF LOS ANGELES)

4 I, Willie Anderson, Jr., Certified Shorthand Reporter
5 qualified in and for the State of California, do hereby
6 certify:

7 That the foregoing transcript is a true and
8 correct transcription of my original stenographic notes.

9 I further certify that I am neither attorney or
0 counsel for, nor related to or employed by any of the parties
1 to the action in which this proceeding was taken; and
2 furthermore, that I am not a relative or employee of any
3 attorney or counsel employed by the parties hereto or
4 financially interested in the action.

5 IN WITNESS WHEREOF, I have hereunto set my hand
6 this 5th of December, 2011.

7
8 
9 Willie Anderson, Jr.,

CSR No. 13385